

1-4930

**SERVICE AGREEMENT  
WITH TIGHT QUARTERS, INC. FOR  
DEMOLITION OF STRUCTURES AT BIG CANYON RESERVOIR**

THIS SERVICE AGREEMENT ("Agreement") is made and entered into as of this 1<sup>st</sup> day of November, 2012 ("Effective Date") by and between the CITY OF NEWPORT BEACH, a California municipal corporation and Charter City ("City"), and TIGHT QUARTERS, INC., a California corporation ("Contractor"), whose address is 2031 S. Anne Street, Santa Ana, CA 92704, and is made with reference to the following:

**RECITALS**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City desires to engage Contractor to demolish three structures and remove debris, including asbestos materials from the Big Canyon Reservoir site ("Project").
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.
- D. The principal member of Contractor for purposes of Project shall be Telford Cottam.
- E. City has solicited and received a proposal from Contractor, has reviewed the previous experience and evaluated the expertise of Contractor, and desires to retain Contractor to render professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, it is mutually agreed by and between the undersigned parties as follows:

**1. TERM**

The term of this Agreement shall commence on the Commencement Date, and shall terminate sixty (60) days from the date of completion and acceptance of the Work, unless terminated earlier as set forth herein. In any event, the term of this Agreement shall not extend beyond June 30, 2013.

**2. SERVICES TO BE PERFORMED**

City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement. Contractor shall diligently perform all the services described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference ("Services" or "Work"). The City may elect to delete certain Services within the Scope of Services at its sole discretion.

### 3. TIME OF PERFORMANCE

3.1 Time is of the essence in the performance of Services under this Agreement and Contractor shall complete the Work within the time set forth in this Section. The failure by Contractor to meet this deadline may result in termination of this Agreement by City.

3.2 All Work shall be completed within Sixty (60) days from the Notice to Proceed. The Notice to Proceed shall be given by the Project Administrator, and shall constitute written declaration by the Project Administrator that the Project may begin.

3.3 Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Contractor's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice within two (2) days of the occurrence causing the delay to the other party so that all delays can be addressed.

3.4 Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator (as defined in Section 6 below) not later than ten (10) calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Contractor's control.

3.5 For all time periods not specifically set forth herein, Contractor shall respond in the most expedient and appropriate manner under the circumstances, by fax, hand-delivery or mail.

### 4. COMPENSATION TO CONTRACTOR

4.1 City shall pay Contractor for the Services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Schedule of Billing Rates attached hereto as Exhibit B and incorporated herein by reference. Contractor's compensation for all Work performed in accordance with this Agreement, including all reimbursable items and subcontractor fees, shall not exceed **Twelve Thousand Five Hundred Dollars and 00/100 (\$12,500.00)** without prior written authorization from City. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City.

4.2 Contractor shall submit monthly invoices to City describing the Work performed the preceding month. Contractor's bills shall include the name of the person who performed the Work, a brief description of the Services performed and/or the specific task in the Scope of Services to which it relates, the date the Services were performed, the number of hours spent on all Work billed on an hourly basis, and a description of any reimbursable expenditures. City shall pay Contractor no later than thirty (30) days after approval of the monthly invoice by City staff.

4.3 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit B to this Agreement, or specifically approved in writing in advance by City.

4.4 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any Work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates as set forth in Exhibit B.

## **5. PROJECT MANAGER**

5.1 Contractor shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Contractor has designated Telford Cottam to be its Project Manager. Contractor shall not remove or reassign the Project Manager or any personnel listed in Exhibit A or assign any new or replacement personnel to the Project without the prior written consent of City. City's approval shall not be unreasonably withheld with respect to the removal or assignment of non-key personnel.

5.2 Contractor, at the sole discretion of City, shall remove from the Project any of its personnel assigned to the performance of Services upon written request of City. Contractor warrants that it will continuously furnish the necessary personnel to complete the Project on a timely basis as contemplated by this Agreement.

## **6. ADMINISTRATION**

This Agreement will be administered by the Municipal Operations Department. John Salazar, Field Maintenance Superintendent or designee, shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator or designee shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

## **7. CITY'S RESPONSIBILITIES**

To assist Contractor in the execution of its responsibilities under this Agreement, City agrees to provide access to and upon request of Contractor, one (1) copy of all existing relevant information on file at City. City will provide all such materials in a timely manner so as not to cause delays in Contractor's Work schedule.

## **8. STANDARD OF CARE**

8.1 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the professional and technical personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with the highest industry standards. For purposes of this Agreement, the phrase "highest industry standards" shall mean

those standards of practice recognized by one (1) or more first-class firms performing similar work under similar circumstances.

8.2 All Services shall be performed by qualified and experienced personnel who are not employed by City, nor have any contractual relationship with City. By delivery of completed Work, Contractor certifies that the Work conforms to the requirements of this Agreement and all applicable federal, state and local laws and the highest industry standard.

8.3 Contractor represents and warrants to City that it has, shall obtain, and shall keep in full force and effect during the term hereof, at its sole cost and expense, all licenses, permits, qualifications, insurance and approvals of whatsoever nature that is legally required of Contractor to practice its profession. Contractor shall maintain a City of Newport Beach business license during the term of this Agreement.

8.4 Contractor shall not be responsible for delay, nor shall Contractor be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of City to furnish timely information or to approve or disapprove Contractor's Work promptly, or delay or faulty performance by City, contractors, or governmental agencies.

## **9. HOLD HARMLESS**

9.1 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

9.2 Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Contractor.



## **10. INDEPENDENT CONTRACTOR**

It is understood that City retains Contractor on an independent contractor basis and Contractor is not an agent or employee of City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Nothing in this Agreement shall be deemed to constitute approval for Contractor or any of Contractor's employees or agents, to be the agents or employees of City. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance of the Work or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

## **11. COOPERATION**

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Contractor on the Project.

## **12. CITY POLICY**

Contractor shall discuss and review all matters relating to policy and Project direction with City's Project Administrator in advance of all critical decision points in order to ensure the Project proceeds in a manner consistent with City goals and policies.

## **13. PROGRESS**

Contractor is responsible for keeping the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Project, activities performed and planned, and any meetings that have been scheduled or are desired.

## **14. INSURANCE**

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Exhibit C, and incorporated herein by reference.

## **15. PROHIBITION AGAINST ASSIGNMENTS AND TRANSFERS**

Except as specifically authorized under this Agreement, the Services to be provided under this Agreement shall not be assigned, transferred contracted or subcontracted out without the prior written approval of City. Any of the following shall

be construed as an assignment: The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Contractor is a partnership or joint-venture or syndicate or cotenancy, which shall result in changing the control of Contractor. Control means fifty percent (50%) or more of the voting power, or twenty-five percent (25%) or more of the assets of the corporation, partnership or joint-venture.

## **16. SUBCONTRACTING**

The subcontractors authorized by City, if any, to perform Work on this Project are identified in Exhibit A. Contractor shall be fully responsible to City for all acts and omissions of any subcontractor. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law. The City is an intended beneficiary of any Work performed by the subcontractor for purposes of establishing a duty of care between the subcontractor and the City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

## **17. OWNERSHIP OF DOCUMENTS**

17.1 Each and every report, draft, map, record, plan, document and other writing produced (hereinafter "Documents"), prepared or caused to be prepared by Contractor, its officers, employees, agents and subcontractors, in the course of implementing this Agreement, shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Contractor or any other party. Contractor shall, at Contractor's expense, provide such Documents to City upon prior written request.

17.2 Documents, including drawings and specifications, prepared by Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others on any other project. Any use of completed Documents for other projects and any use of incomplete Documents without specific written authorization from Contractor will be at City's sole risk and without liability to Contractor. Further, any and all liability arising out of changes made to Contractor's deliverables under this Agreement by City or persons other than Contractor is waived against Contractor and City assumes full responsibility for such changes unless City has given Contractor prior notice and has received from Contractor written consent for such changes.

## **18. COMPUTER DELIVERABLES**

All written documents shall be transmitted to City in the City's latest adopted version of Microsoft Word, Excel or portable digital format (.pdf).

## **19. CONFIDENTIALITY**

All documents, including drafts, preliminary drawings or plans, notes and communications that result from the Services in this Agreement, shall be kept confidential unless City expressly authorizes in writing the release of information.

## **20. INTELLECTUAL PROPERTY INDEMNITY**

The Contractor shall defend and indemnify City, its agents, officers, representatives and employees against any and all liability, including costs, for infringement or alleged infringement of any United States' letters patent, trademark, or copyright, including costs, contained in Contractor's Documents provided under this Agreement.

## **21. RECORDS**

Contractor shall keep records and invoices in connection with the Services to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any Services, expenditures and disbursements charged to City, for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of City to examine, audit and make transcripts or copies of such records and invoices during regular business hours. Contractor shall allow inspection of all Work, data, Documents, proceedings and activities related to the Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

## **22. WITHHOLDINGS**

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

## **23. ERRORS AND OMISSIONS**

In the event of errors or omissions that are due to the negligence or professional inexperience of Contractor which result in expense to City greater than what would have resulted if there were not errors or omissions in the Work accomplished by Contractor, the additional design, construction and/or restoration expense shall be borne by Contractor. Nothing in this Section is intended to limit City's rights under the law or any other sections of this Agreement.

## **24. CITY'S RIGHT TO EMPLOY OTHER CONTRACTORS**

City reserves the right to employ other Contractors in connection with the Project.

## **25. CONFLICTS OF INTEREST**

25.1 The Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

25.2 If subject to the Act, Contractor shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

## **26. NOTICES**

26.1 All notices, demands, requests or approvals, including any change in mailing address, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: George Murdoch, Utilities General Manager  
Municipal Operations Department  
City of Newport Beach  
3300 Newport Boulevard  
PO Box 1768  
Newport Beach, CA 92658  
Phone: (949) 644-3011  
Email: GMurdoch@newportbeachca.gov

26.2 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Tena Swisher  
TIGHT QUARTERS, INC.  
2031 S. Anne Street  
Santa Ana, CA 92704  
Phone: (714) 557-7901  
Email: tqtena@sbcglobal.net



## **27. CLAIMS**

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and the City expressly agree that in addition to any claims filing requirements set forth in the Agreement, the Contractor shall be required to file any claim the Contractor may have against the City in strict conformance with the Government Claims Act (Government Code sections 900 *et seq.*).

## **28. TERMINATION**

28.1 In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

28.2 Notwithstanding the above provisions, City shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than seven (7) calendar days prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all reports, Documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

## **29. STANDARD PROVISIONS**

29.1 Compliance with All Laws. Contractor shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted. In addition, all Work prepared by Contractor shall conform to applicable City, county, state and federal laws, rules, regulations and permit requirements and be subject to approval of the Project Administrator and City.

29.2 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

29.3 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

29.4 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments attached hereto, the terms of this Agreement shall govern.

29.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

29.6 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

29.7 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

29.8 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

29.9 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.

29.10 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

29.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:  
CITY ATTORNEY'S OFFICE**

Date: 10/29/12

By: [Signature] (for)  
Aaron C. Harp  
City Attorney

**ATTEST:**  
Date: 11-13-12

By: [Signature]  
Leilani I. Brown  
City Clerk



**CITY OF NEWPORT BEACH,  
a California municipal corporation**

Date: 11/5/12

By: [Signature]  
Mark Harmon  
Municipal Operations Director

**CONTRACTOR: TIGHT QUARTERS,  
INC., a California corporation**

Date: \_\_\_\_\_

By: [Signature]  
Telford Cottam  
President

Date: 11-1-12

By: [Signature]  
Tena Swisher  
Controller

**[END OF SIGNATURES]**

Attachments: Exhibit A – Scope of Services  
Exhibit B – Schedule of Billing Rates  
Exhibit C – Insurance Requirements  
Exhibit D – Asbestos Inspection Report

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Scope of Services: Demolition of Structures**

The City is requesting a franchised hauler to demolish three structures and remove the resulting debris from the project site adjacent to the Big Canyon Reservoir at 3300 Pacific View Drive (near MacArthur Blvd. and San Joaquin Hills Rd.).

- Structure #1 is a mobile home approximately 28' x 60' in size. The mobile home is sitting on steel stands with wood pads directly on the soil.
- Structure #2 is a single-story home approximately 1,500 sq. ft. in size. The original home size, approximately 1,000 sq. ft., is constructed on a raised wooden floor with the other 500 sq. ft. located on a concrete foundation.
- Structure #3 is divided into two 400 sq. ft. garages and foundation

Trees and vegetation are to be protected in place. The City authorizes the removal of all concrete sidewalks and foundations. All utilities will be disconnected by the City prior to the project commencement. Contractor may salvage any material from the project; however this shall not delay the completion date.

All work performed under this Agreement shall be performed in such a manner as to provide maximum safety to the public and where applicable comply with all safety standards required by CAL-OSHA.

Contractor shall comply with any federal, state, or local laws regarding the disposal and subsequent cleaning of contaminated areas as required by law to demolish buildings.

#### **Scope of Services: Asbestos Abatement**

The City retained an independent consultant to conduct an asbestos inspection on the structures. The asbestos inspection report dated May 1, 2012, is attached hereto as Exhibit D and incorporated herein by reference. The contractor or subcontractor must provide the supervision, equipment, tools, labor, and materials, to provide asbestos abatement services for City facilities at 3300 Pacific View Dr.

Abatement must include the collection and disposal of all asbestos containing and contaminated materials and subsequent cleaning of contaminated areas as required by State and Federal laws to demolish structures.

Abatement, collection and disposal must be performed in accordance with all applicable State and Federal laws. Vendor is solely responsible for knowledge of and compliance to all applicable laws and regulations.



Secure all notifications as required by law. All fees for such notifications are the responsibility of the Vendor.

The asbestos to be removed is detailed in the asbestos inspection report provided by Patriot Environmental Laboratory Services, included herein as Exhibit D.



## EXHIBIT B

### SCHEDULE OF BILLING RATES

<b>Demolition of Structures &amp; Removal of Debris</b> <ul style="list-style-type: none"><li>• Remove (1) double wide mobile home structure, frame and supports</li><li>• Remove (1) 1,500 sq. ft. single family residence</li><li>• Remove concrete foundation and flatwork</li><li>• Remove (2) 400 sq ft garages and foundation</li><li>• Apron and approach to remain</li><li>• Remove concrete sidewalks and foundation</li></ul>	<b>\$ 11,000.00</b>
<b>Asbestos Removal</b> <ul style="list-style-type: none"><li>• Remove and properly dispose of all asbestos contaminated materials identified in the asbestos inspection report by Patriot Environmental Laboratory Services</li></ul>	<b>\$1,500.00</b>
<b>Total</b>	<b>\$12,500.00</b>

### Hourly Rate of Equipment

Excavator/Linkbelt	\$155.00
Bobcat Grapppler	\$130.00
Labor	\$35.00
Semi truck	\$100.00

*Note: The City forfeits ownership of any and all materials recovered during the project. Contractor must recycle a minimum of 55% of materials as required by the franchise agreement. Contractor is responsible for any and all fees.*

## EXHIBIT C

### INSURANCE REQUIREMENTS

1.1 Provision of Insurance. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. Contractor agrees to provide insurance in accordance with requirements set forth here. If Contractor uses existing coverage to comply and that coverage does not meet these requirements, Contractor agrees to amend, supplement or endorse the existing coverage.

1.2 Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

#### 1.3 Coverage Requirements.

1.3.1 Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code.

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

1.3.2 General Liability Insurance. Contractor shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract.

1.3.3 Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.



1.4 Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1.4.1 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers from each of its subcontractors.

1.4.2 Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, but not including professional liability, shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be included as insureds under such policies.

1.4.3 Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by City.

1.4.4 Notice of Cancellation. All policies shall provide City with thirty (30) days notice of cancellation (except for nonpayment for which ten (10) days notice is required) or nonrenewal of coverage for each required coverage.

1.5 Additional Agreements Between the Parties. The parties hereby agree to the following:

1.5.1 Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

1.5.2 City's Right to Revise Requirements. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor sixty (60) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

1.5.3 Enforcement of Contract Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

1.5.4 Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

1.5.5 Self-insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by City.

1.5.6 City Remedies for Non Compliance If Contractor or any subcontractor fails to provide and maintain insurance as required herein, then City shall have the right but not the obligation, to purchase such insurance, to terminate this agreement, or to suspend Contractor's right to proceed until proper evidence of insurance is provided. Any amounts paid by City shall, at City's sole option, be deducted from amounts payable to Contractor or reimbursed by Contractor upon demand.

1.5.7 Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

1.5.8 Contractor's Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

**EXHIBIT D**  
**ASBESTOS INSPECTION REPORT**  
**DATED MAY 1, 2012**

May 1, 2012

John Salazar  
City of Newport  
3300 Newport Blvd.  
Newport Beach, CA 92663

Re: **Asbestos Inspection**  
**3300 Pacific View Drive Property**  
**3300 Pacific View Drive**  
**Newport Beach, CA 92625**

Claim No: N/A

Project No: 43187

Dear Mr. Salazar,

On April 20, 2012, California DOSH Certified Asbestos Consultant, Mr. Chris Blake (CAC 01-3027) of Patriot Environmental Laboratory Services, Inc. (Patriot) performed an asbestos inspection at the above subject property located in Newport Beach, California. **The purpose of the inspection was to determine if asbestos is present in any of the building materials for an upcoming demolition at the subject property.**

**Summary of Findings**

The following asbestos containing materials were identified: (House Structure and Garage #1)

Material Description	Sample Number	Material Location	Material Condition	Estimated Percent Damaged	Approximate Quantity	Percent & Type of Asbestos
White Vinyl Sheet Flooring with Mastic	2,3	Entry Floor (Under Wood Parquet)	Good	0%	30 SF	15% Chrysotile
Wood Pattern 12" Vinyl Floor Tile with Multi-Layers Subfloor with Mastic	8	Kitchen Floor	Good	0%	100 SF	15% Chrysotile
Window Putty	19,20,21	Original Windows	Good	0%	Approx. 10 Windows	5% Chrysotile



Roof Penetration Mastic	31,32,33	Roof at Penetration	Good	0%	5 SF	12% Chrysotile
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\*see attached drawing

### **Property Description**

The subject property is a single-family residential structure and a mobile home structure . The subject buildings are a single-story wood frame building set on raised and cement slab foundations. At the time of this inspection, the identified asbestos-containing materials were in good condition.

### **Scope of Work**

On April 20, 2012, Mr. Chris Blake (CAC 01-3027) of Patriot conducted a limited asbestos inspection at the subject property. The interior and exterior of the buildings were visually inspected for the purpose of inventorying any suspect asbestos containing materials for an upcoming demolition at the subject property. Once the inventory of suspect materials was created, physical bulk samples were collected of the materials from representative locations. Samples were collected in airtight containers. Upon collection, sample numbers, descriptions, and collection locations were entered on to a chain of custody for transportation to Patriot's NVLAP accredited laboratory.

### **Sampled Suspect Materials**

Samples of the following suspect materials were collected: (House Structure)

White Vinyl Sheet Flooring with Mastic	Tan "Weave Pattern" Vinyl Sheet Flooring with Mastic	Wood Pattern 12" x 12" Vinyl Floor Tile with Multi Layer Sub Floor & Mastic
Drywall & Joint Compound	Plaster with Button Board	Acoustic Ceiling
Window Putty	Exterior Stucco with Barrier Paper	White Insulation
Built Up Asphalt Shingle	Roof Penetration Mastic	--

### **Sampled Suspect Materials**

Samples of the following suspect materials were collected: (Garage #1 and #2)

Built Up Asphalt Shingle	Drywall & Joint Compound	Stucco
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Barrier Paper	--	--
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### **Sampled Suspect Materials**

Samples of the following suspect materials were collected: (Mobile Home Structure)

Drywall & Joint Compound	Beige/Tan Vinyl Sheet Flooring with Mastic	Acoustic Ceiling
Beige Speckled Vinyl Sheet Flooring with Mastic	Asphalt Shingle	Roof Penetration Mastic

### **Sample Protocol/Analysis**

Samples were collected in accordance with the Asbestos School Hazard Emergency Response Act (40 CFR 763 Subpart E) as mandated by Cal/OSHA (Title 8 Section 1529) and South Coast Air Quality Management District (Rule 1403).

Physical bulk samples were analyzed by Patriot. Patriot is accredited by the National Voluntary Laboratory Accreditation Program (200358-0). The method of analysis was Polarized Light Microscopy (EPA 600/M4-82-020).

### **Recommendations**

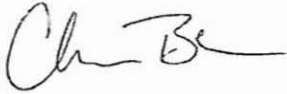
If any of the asbestos containing materials identified in this report is scheduled to be impacted by renovation or demolition activities, an asbestos abatement contractor must remove them prior to disturbance. Asbestos abatement contractors must be registered with the Division of Occupational Safety and Health.

### **Disclaimer**

**Limited destructive sampling was conducted at the subject property.** If additional suspect materials are discovered during renovation, all work should cease until a Certified Asbestos Consultant is contracted to ascertain the possibility of asbestos content. This inspection was performed in accordance with current regulations and state of the art practices. The inventory of asbestos containing materials and determination of their condition are based upon conditions observed at the time of inspection. Patriot does not assume responsibility for future regulatory changes or changes in the condition of the building.

Enclosed is the laboratory analysis report. Please contact our office if there are any questions regarding this inspection.

Sincerely,



**Chris Blake**  
Certified Asbestos Consultant No. 01-3027

Enclosure: Laboratory Results

Sample Location Drawing

Certificate of Analysis  
PLM Asbestos Identification

tel - 714-899-8900  
free - 888-743-0998  
fax - 714-899-7098  
www.patriotlab.com

1041 S. Placentia Avenue, Fullerton, CA 92831



City of Newport  
John Salazar  
3300 Newport Blvd.  
Newport Beach, CA 92663

Report Number: 452425  
Project Number: 43187  
Project Name: 3300 Pacific View Drive Prope  
Project Location: 3300 Pacific View Drive  
Newport Beach, CA 92625

Date Collected: 4/20/2012  
Date Received: 4/20/2012  
Date Analyzed: 4/20/2012  
Date Reported: 4/21/2012

Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-001 1	House Structure Entry Floor Under Wood Parquet	VSF	White	15% Linoleum 60% Vinyl Binder 20% Cellulose 5% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-001M 1	House Structure Entry Floor Under Wood Parquet	Mastic	Brown Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-002 2	House Structure Entry Floor Under Wood Parquet	VSF	White	15% Linoleum 55% Vinyl Binder 15% Cellulose
Chrysotile	15 %			
<b>Total Asbestos</b>	<b>15 %</b>			
452425-002M 2	House Structure Entry Floor Under Wood Parquet	Mastic	Brown Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-003 3	House Structure Entry Floor Under Wood Parquet	VSF	White	15% Linoleum 55% Vinyl Binder 15% Cellulose
Chrysotile	15 %			
<b>Total Asbestos</b>	<b>15 %</b>			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-003M 3	House Structure Entry Floor Under Wood Parquet	Mastic	Brown Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-004 4	Back Bathroom Floor	VSF	Tan	15% Linoleum 65% Vinyl Binder 20% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-004M 4	Back Bathroom Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-005 5	Back Bathroom Floor	VSF	Tan	15% Linoleum 65% Vinyl Binder 20% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-005M 5	Back Bathroom Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			



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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-006 6	Back Bathroom Floor	VSF	Tan	15% Linoleum 65% Vinyl Binder 20% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-006M 6	Back Bathroom Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-007A 7	Kitchen Floor	12 Inch VFT	Brown	5% Linoleum 80% Carbonate 15% Vinyl Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-007AM 7	Kitchen Floor	Mastic	Clear	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-007B 7	Kitchen Floor	12 Inch VFT	Beige	5% Linoleum 80% Carbonate 15% Vinyl Binder
<b>Total Asbestos</b>	<b>None Detected</b>			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-007BM 7	Kitchen Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-008A 8	Kitchen Floor	12 Inch VFT	Brown	5% Linoleum 80% Carbonate 15% Vinyl Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-008AM 8	Kitchen Floor	Mastic	Clear	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-008B 8	Kitchen Floor	12 Inch VFT	Beige	5% Linoleum 80% Carbonate 15% Vinyl Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-008BM 8	Kitchen Floor	Mastic	Clear	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-008C 8	Kitchen Floor	12 Inch VFT	Brown	15% Linoleum 55% Vinyl Binder 15% Cellulose
Chrysotile	15 %			
Total Asbestos	15 %			
452425-008CM 8	Kitchen Floor	Mastic	Yellow	100% Binder
Total Asbestos	None Detected			
452425-008D 8	Kitchen Floor	12 Inch VFT	Brown	40% Carbonate 57% Vinyl Binder 3% Cellulose
Total Asbestos	None Detected			
452425-008DM 8	Kitchen Floor	Mastic	Yellow	100% Binder
Total Asbestos	None Detected			
452425-009A 9	Kitchen Floor	12 Inch VFT	Brown	5% Linoleum 80% Carbonate 15% Vinyl Binder
Total Asbestos	None Detected			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-009AM 9	Kitchen Floor	Mastic	Clear	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-009B 9	Kitchen Floor	12 Inch VFT	Beige	5% Linoleum 80% Carbonate 15% Vinyl Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-009BM 9	Kitchen Floor	Mastic	Clear	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-010 10	TV Rm Wall	Drywall and Joint Compound	Beige Brown White	80% Sulfate 10% Carbonate 7% Cellulose 3% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-010A 10	TV Rm Wall	Joint Compound	Beige White	96% Carbonate 4% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-010B 10	TV Rm Wall	Drywall	Brown White	90% Sulfate 10% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-011 11	Back Bathroom Wall	Drywall and Joint Compound	Brown White	80% Sulfate 10% Carbonate 7% Cellulose 3% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-011A 11	Back Bathroom Wall	Joint Compound	White	96% Carbonate 4% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-011B 11	Back Bathroom Wall	Drywall	Brown White	90% Sulfate 10% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-012 12	Kitchen Wall	Drywall and Joint Compound	Brown White	80% Sulfate 10% Carbonate 7% Cellulose 3% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-012A 12	Kitchen Wall	Joint Compound	White	96% Carbonate 4% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-012B 12	Kitchen Wall	Drywall	Brown White	90% Sulfate 10% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			



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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-013A 13	Living Rm Wall	Plaster	White	75% Minerals 20% Carbonate 5% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-013B 13	Living Rm Wall	Buttonboard	Brown White	90% Sulfate 10% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-014 14	Bedroom R Wall	Plaster	White	75% Minerals 20% Carbonate 5% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-015A 15	Bedroom L Wall	Plaster	White	75% Minerals 20% Carbonate 5% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-015B 15	Bedroom L Wall	Buttonboard	Brown White	90% Sulfate 10% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-016 16	Living Rm Ceiling	Acoustic Ceiling	White	73% Carbonate 20% Foam 5% Paint 2% Vermiculite
<b>Total Asbestos</b>	<b>None Detected</b>			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-017 17	Bedroom R Ceiling	Acoustic Ceiling	White	73% Carbonate 20% Foam 5% Paint 2% Vermiculite
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-018 18	Bedroom L Ceiling	Acoustic Ceiling	White	73% Carbonate 20% Foam 5% Paint 2% Vermiculite
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-019 19	Exterior Original Windows	Window Putty	White	90% Carbonate 5% Paint
Chrysotile	5 %			
<b>Total Asbestos</b>	<b>5 %</b>			
452425-020 20	Exterior Original Windows	Window Putty	White	90% Carbonate 5% Paint
Chrysotile	5 %			
<b>Total Asbestos</b>	<b>5 %</b>			
452425-021 21	Exterior Original Windows	Window Putty	White	90% Carbonate 5% Paint
Chrysotile	5 %			
<b>Total Asbestos</b>	<b>5 %</b>			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-022A 22	Exterior Walls	Exterior Stucco	Grey	85% Minerals 12% Carbonate 3% Paint
Chrysotile	<1 %			
Total Asbestos	< 1%			
452425-022B 22	Exterior Walls	Barrier Paper	Brown	85% Cellulose 15% Tar
Total Asbestos	None Detected			
452425-023A 23	Exterior Walls	Exterior Stucco	Grey	85% Minerals 12% Carbonate 3% Paint
Chrysotile	<1 %			
Total Asbestos	< 1%			
452425-023B 23	Exterior Walls	Barrier Paper	Brown	85% Cellulose 15% Tar
Total Asbestos	None Detected			
452425-024A 24	Exterior Walls	Exterior Stucco	Grey	85% Minerals 12% Carbonate 3% Paint
Total Asbestos	None Detected			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-024B 24	Exterior Walls	Barrier Paper	Brown	85% Cellulose 15% Tar
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-025 25	Attic	Insulation	White	100% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-026 26	Attic	Insulation	White	100% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-027 27	Attic	Insulation	White	100% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-028 28	Roof Field	Built Up Asphalt Shingle	Black Brown	60% Tar 15% Glass Fibers 10% Minerals 15% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-029 29	Roof Field	Built Up Asphalt Shingle	Black Brown	60% Tar 15% Glass Fibers 10% Minerals 15% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-030 30	Roof Field	Built Up Asphalt Shingle	Black Brown	60% Tar 15% Glass Fibers 10% Minerals 15% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-031 31	Roof At Penetrations	Roof Penetration Mastic	Black	88% Tar
Chrysotile	12 %			
<b>Total Asbestos</b>	<b>12 %</b>			
452425-032 32	Roof At Penetrations	Roof Penetration Mastic	Black	88% Tar
Chrysotile	12 %			
<b>Total Asbestos</b>	<b>12 %</b>			
452425-033 33	Roof At Penetrations	Roof Penetration Mastic	Black	88% Tar
Chrysotile	12 %			
<b>Total Asbestos</b>	<b>12 %</b>			
452425-034 34	Garage 1 Exteriors Walls	Stucco	Gray Beige	76% Minerals 20% Carbonate 4% Paint
Chrysotile	< 1 %			
<b>Total Asbestos</b>	<b>&lt; 1 %</b>			



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3300 Newport Blvd.  
Newport Beach, CA 92663

Report Number: 452425  
Project Number: 43187  
Project Name: 3300 Pacific View Drive Prope  
Project Location: 3300 Pacific View Drive  
Newport Beach, CA 92625

Date Collected: 4/20/2012  
Date Received: 4/20/2012  
Date Analyzed: 4/20/2012  
Date Reported: 4/21/2012

Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-035 35	Garage 1 Exteriors Walls	Stucco	Gray Beige-Gray	76% Minerals 20% Carbonate 4% Paint
Chrysotile	< 1 %			
Total Asbestos	< 1%			
452425-036 36	Garage 1 Exteriors Walls	Stucco	White Gray	77% Minerals 20% Carbonate 3% Paint
Chrysotile	< 1 %			
Total Asbestos	< 1%			
452425-037 37	Garage 1 Interior Walls	Drywall and Joint Compound	White	89% Sulfate 8% Cellulose 3% Paint
Total Asbestos	None Detected			
452425-038 38	Garage 1 Interior Walls	Drywall and Joint Compound	White	82% Sulfate 8% Cellulose 7% Carbonate 3% Paint
Total Asbestos	None Detected			
452425-038A 38	Garage 1 Interior Walls	Drywall	White	90% Sulfate 10% Cellulose
Total Asbestos	None Detected			

Certificate of Analysis  
PLM Asbestos Identification

tel - 714-899-8900  
free - 888-743-0998  
fax - 714-899-7098  
www.patriotlab.com

1041 S. Placentia Avenue, Fullerton, CA 92831

City of Newport  
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Report Number: 452425  
Project Number: 43187  
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Project Location: 3300 Pacific View Drive  
Newport Beach, CA 92625

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Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-038B 38	Garage 1 Interior Walls	Joint Compound	White	80% Carbonate 20% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-039 39	Garage 1 Interior Walls	Drywall and Joint Compound	Beige	80% Sulfate 10% Carbonate 7% Cellulose 3% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-039A 39	Garage 1 Interior Walls	Drywall	White	90% Sulfate 10% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-039B 39	Garage 1 Interior Walls	Joint Compound	White	90% Carbonate 10% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-040 40	Garage 1 Roof Field	Built Up Asphalt Shingle	Brown Black	47% Minerals 43% Tar 8% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			

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Report Number: 452425  
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Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-041 41	Garage 1 Roof Field	Built Up Asphalt Shingle	Brown Gray Black	47% Minerals 43% Tar 8% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-042 42	Garage 2 Roof Field	Built Up Asphalt Shingle	Brown Black	47% Minerals 43% Tar 8% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-043 43	Garage 1 Wall Cavity	Barrier Paper	Brown	100% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-044 44	Garage 1 Wall Cavity	Barrier Paper	Brown	100% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-045A 45	Garage 2 Exterior Walls	Stucco	Gray Pink	77% Minerals 20% Carbonate 3% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			

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Report Number: 452425  
Project Number: 43187  
Project Name: 3300 Pacific View Drive Prope  
Project Location: 3300 Pacific View Drive  
Newport Beach, CA 92625

Date Collected: 4/20/2012  
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Date Analyzed: 4/20/2012  
Date Reported: 4/21/2012

Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-045B 45	Garage 2 Exterior Walls	Barrier Paper	Brown	90% Cellulose 10% Tar
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-046A 46	Garage 2 Exterior Walls	Stucco	Gray Pink	77% Minerals 20% Carbonate 3% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-046B 46	Garage 2 Exterior Walls	Barrier Paper	Brown	90% Cellulose 10% Tar
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-047 47	Mobile Home Interior Walls	Drywall and Joint Compound	White Pink	76% Sulfate 12% Carbonate 7% Cellulose 3% Paint 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-047A 47	Mobile Home Interior Walls	Drywall	Pink	90% Sulfate 8% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			

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Report Number: 452425  
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Newport Beach, CA 92625

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Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-047B 47	Mobile Home Interior Walls	Joint Compound	White	90% Carbonate 10% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-048 48	Mobile Home Interior Walls	Drywall and Joint Compound	White Pink	76% Sulfate 12% Carbonate 7% Cellulose 3% Paint 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-048A 48	Mobile Home Interior Walls	Drywall	Pink	90% Sulfate 8% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-048B 48	Mobile Home Interior Walls	Joint Compound	White	90% Carbonate 10% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-049 49	Mobile Home Interior Walls	Drywall and Joint Compound	White	79% Sulfate 11% Carbonate 7% Cellulose 3% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			



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Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-049A 49	Mobile Home Interior Walls	Drywall	White	92% Sulfate 8% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-049B 49	Mobile Home Interior Walls	Joint Compound	White	90% Carbonate 10% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-050 50	Mobile Home Interior Walls	Drywall and Joint Compound	White	79% Sulfate 11% Carbonate 7% Cellulose 3% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-050A 50	Mobile Home Interior Walls	Drywall	White	92% Sulfate 8% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-050B 50	Mobile Home Interior Walls	Joint Compound	White	90% Carbonate 10% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-051 51	Mobile Home Interior Walls	Drywall and Joint Compound	Beige White	87% Sulfate 8% Cellulose 5% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			

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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-052 52	Mobile Home Entry Floor	VSF	Beige Tan	12% Linoleum 65% Vinyl Binder 21% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-052M 52	Mobile Home Entry Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-053 53	Mobile Home Kitchen Floor	VSF	Beige Tan	12% Linoleum 65% Vinyl Binder 21% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-053M 53	Mobile Home Kitchen Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-054 54	Mobile Home Laundry Floor	VSF	Beige Tan	12% Linoleum 65% Vinyl Binder 21% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			

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Collected By: Chris Blake  
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Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-054M 54	Mobile Home Laundry Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-055 55	Mobile Home Ceiling	Acoustic Ceiling	White	76% Carbonate 20% Foam 4% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-056 56	Mobile Home Ceiling	Acoustic Ceiling	White	76% Carbonate 20% Foam 4% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-057 57	Mobile Home Ceiling	Acoustic Ceiling	White	76% Carbonate 20% Foam 4% Paint
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-058 58	MBR Closet Floor	VSF	Beige	12% Linoleum 68% Vinyl Binder 18% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			

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Newport Beach, CA 92625

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Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-058M 58	MBR Closet Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-059 59	MBR Closet Floor	VSF	Beige	12% Linoleum 68% Vinyl Binder 18% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-059M 59	MBR Closet Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-060 60	MBR Closet Floor	VSF	Beige	12% Linoleum 68% Vinyl Binder 18% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-060M 60	MBR Closet Floor	Mastic	Yellow	100% Binder
<b>Total Asbestos</b>	<b>None Detected</b>			

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Collected By: Chris Blake  
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Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-061 61	Mobile Home Roof Field	Asphalt Shingles	Brown Black	53% Minerals 45% Tar 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-062 62	Mobile Home Roof Field	Asphalt Shingles	Brown Black	50% Minerals 43% Tar 5% Cellulose 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-063 63	Mobile Home Roof Field	Asphalt Shingles	Brown Black	53% Minerals 45% Tar 2% Glass Fibers
<b>Total Asbestos</b>	<b>None Detected</b>			
452425-064 64	Mobile Home Roof Penetration	Roof at Penetrations	Gray Black	92% Tar 8% Cellulose
<b>Total Asbestos</b>	<b>None Detected</b>			

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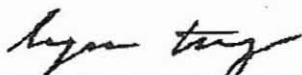
Report Number: 452425  
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Project Location: 3300 Pacific View Drive  
Newport Beach, CA 92625

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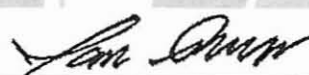
Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 114

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
452425-014	Sample is plaster only.			
452425-037	Sample contained drywall only.			
452425-051	Sample contained drywall only.			

Bulk sample(s) submitted was (were) analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR 763, Subpart F, Appendix A; EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials), and EPA-600/M4-82-020 (US EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples). Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. Samples of wall systems containing discrete and separable layers are analyzed separately and reported as composite unless specifically requested by the customer to report analytical results for individual layers. This report applies only to the items tested. Results are representative of the samples submitted and may not represent the entire material from which the samples were collected. "None Detected" means that no asbestos was observed in the sample. "<1%" (less than one percent) means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%.



Lyn Terry - Analyst



Ian Reyes - Approved By

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452423  
Requested Lab TAT: \_\_\_\_\_

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1041 S. Placentia Avenue, Fullerton, CA 92831



### ASBESTOS FIELD BULK SAMPLE COC

Project Name:		Project #: 43187		Office Use Only: <input type="checkbox"/> MH		
Project Address: 3300 Pacific View		City: Newport Beach		Zip:		
Sample ID	Sample Location	Material Type	F	NF	Condition	Notes
1	HOUSE: Entry (under wood) Structure: Floor (parquet)	White VSF + mastic		✓	6	30 s.f.
2	L	L		✓	1	
3	L	L		✓	1	
4	Back Bathroom - Floor	Tan Weave pattern VSF + mastic		✓	6	45 s.f.
5	L	L		✓	1	
6	L	L		✓	1	
7	Kitchen - floor	wood pattern 12"		✓	6	100 s.f.
8	L	VFT w/ mult-layer		✓	1	
9	L	sub floor & mastic		✓	1	
10	TV Rm wall	DW w/ JC		✓	6	2500 s.f.
11	BACK BATHROOM - wall	L		✓	1	
12	Kitchen - wall	L		✓	1	
13	Liv. Rm - wall	Plaster w/ Bottom Board		✓	6	2500 s.f.
14	Bedroom (R) -	L		✓	1	
15	Bedroom (L) -	L		✓	1	
16	Liv. Rm - ceiling	A/C	✓		6	700 s.f.
17	Bedroom (R) -	L	✓		1	

4/21/12 @ 8AM SHARP.

Samples Relinquished By: Sign:	Date/Time: HPR20 1:16PM
Samples Relinquished By: Sign:	Date/Time:
Samples Received By: Sign:	Date/Time: 4/20/12

452425

Requested Lab TAT: \_\_\_\_\_

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## ASBESTOS FIELD BULK SAMPLE COC

Project Name:		Project #: 43187		Office Use Only: <input type="checkbox"/> MH		
Project Address: 3300 Pacific View		City: Newport Beach		Zip:		
Sample ID	Sample Location	Material Type	F	NF	Condition	Notes
18	Bedroom (L) - Ceiling	A/C	✓		6	
19	Exterior - original windows	Window putty		✓		Approx 10 window Lv. Rm, Kitchen
20	↓	↓		✓		Bedroom L+R
21	↓	↓		✓		
22	Exterior walls	Exterior Stucco		✓		
23	↓	w/Barrier paper		✓		
24	↓	↓		✓		
25	Attic	White Insulation	✓		6	Attic access limited
26	↓	↓	✓			
27	↓	↓	✓			
28	Roof - field	Built-up Asphalt		✓		2,000 s.f.
29	↓	Shingle		✓		
30	↓	↓		✓		
31	Roof - at penetration	Roof penetration		✓		5 s.f.
32	↓	mastic		✓		
33	↓	↓		✓		

HPR20 1:16PM

Samples Relinquished By: Sign:	Date/Time:
Samples Relinquished By: Sign:	Date/Time:
Samples Received By: Sign:	Date/Time: 4/20/12

Bulk Sample COC Rev 1.24.2012

Requested Lab TAT: 452425

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### ASBESTOS FIELD BULK SAMPLE COC

Project Name:		Project #: <u>43187</u>		Office Use Only: <input type="checkbox"/> MH		
Project Address: <u>3340 Pacific View</u>		City: <u>Newport Bch.</u>		Zip:		
Sample ID	Sample Location	Material Type	F	NF	Condition	Notes
34	GARAGE #1 - Exterior walls	Stucco		✓	Good	350 s.f.
35				✓		
36				✓		
37	- Interior walls	DW w/ JC		✓		250 s.f.
38				✓		
39				✓		
40	GARAGE #1 - roof field	Built up Asphalt		✓		2,000 s.f.
41		shingle		✓		(garage roof connect)
42	Garage #2 - roof field			✓		
43	Garage #1 - wall cavity	Barrier paper		✓		
44				✓		
45	Garage #2 - exterior walls	Stucco w/ Barrier paper		✓		
46				✓		
47	mobile home - Interior walls	DW w/ JC		✓		
48				✓		
49				✓		

APR26 1:16PM

Samples Relinquished By: Sign: <u>[Signature]</u>	Date/Time:
Samples Relinquished By: Sign: <u>[Signature]</u>	Date/Time:
Samples Received By: Sign: <u>[Signature]</u>	Date/Time: <u>4/20/12</u>

Requested Lab TAT: 432923

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### ASBESTOS FIELD BULK SAMPLE COC

Project Name: \_\_\_\_\_ Project #: 43187 Office Use Only: ☐ MH

Project Address: 3300 Pacific View City: Newport Beach Zip: \_\_\_\_\_

Sample ID	Sample Location	Material Type	F	NF	Condition	Notes
50	mobile - interior home walls	DW w/TC		✓	6	
51	L L	L		✓	1	
52	- Entry Floor	Car Beige/ VSF + TAN + mastic		✓	6	
53	- Kitchen Floor	L		✓	1	
54	Laundry Floor	L		✓	1	
55	- Ceiling	A/C	✓		6	
56	L	L	✓		1	
57	L	L	✓		1	
58	MBR closet floor	beige speckled VSF		✓	6	
59	L	+mastic		✓	1	
60	L L	L		✓	1	
61	mobile - roof field home	Asphalt shingles		✓	6	
62	L	L		✓	1	
63	L	L		✓	1	
64	- roof penetration	Roof at penetration	✓		6	2 s.f.

APR20 1:16PM

Samples Relinquished By: Sign: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Samples Relinquished By: Sign: \_\_\_\_\_

Date/Time: \_\_\_\_\_

Samples Received By: Sign: \_\_\_\_\_

Date/Time: 4/20/12

Certificate of Analysis  
PLM Asbestos Identification

tel - 714-899-8900  
free - 888-743-0998  
fax - 714-899-7098  
www.patriotlab.com

1041 S. Placentia Avenue, Fullerton, CA 92831



City of Newport  
John Salazar  
3300 Newport Blvd.  
Newport Beach, CA 92663

Report Number: 453311  
Project Number: 43187  
Project Name: 3300 Pacific View Drive Prope  
Project Location: 3300 Pacific View Drive  
Newport Beach, 92625

Date Collected: 4/20/2012  
Date Received: 4/27/2012  
Date Analyzed: 4/27/2012  
Date Reported: 4/27/2012

Collected By: Chris Blake  
Claim Number:  
PO Number:  
Number of Samples: 2

Lab/Client ID/Layer	Location	Material Description	Color	Composition (%)
453311-001 22	Exterior Walls	Exterior Stucco	Grey	85% Minerals 12% Carbonate 3% Paint
Chrysotile	< 0.1 %			
Total Asbestos	< 0.1 %			
453311-002 34	Garage 1 Walls Exterior	Stucco	Gray Beige	76% Minerals 20% Carbonate 4% Paint
Chrysotile	< 0.1 %			
Total Asbestos	< 0.1 %			

Note: Sample(s) was/were analyzed following the EPA Point Count method using 1000 points to meet the Cal OSHA Detection Limit of 0.1%.

Bulk sample(s) submitted was (were) analyzed in accordance with the procedure outlined in the US Federal Register 40 CFR 763, Subpart F, Appendix A; EPA-600/R-93/116 (Method for Determination of Asbestos in Building Materials), and EPA-600/M4-82-020 (US EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples). Samples were analyzed using Calibrated Visual Estimations (CVES); therefore, results may not be reliable for samples of low asbestos concentration levels. Samples of wall systems containing discrete and separable layers are analyzed separately and reported as composite unless specifically requested by the customer to report analytical results for individual layers. This report applies only to the items tested. Results are representative of the samples submitted and may not represent the entire material from which the samples were collected. "None Detected" means that no asbestos was observed in the sample. "<1%" (less than one percent) means that asbestos was observed in the sample but the concentration is below the quantifiable level of 1%.

*Elaine Wai*

Elaine Wai - Analyst

*David Espique*

David Espique - Approved By

This report was issued by a NIST/NVLAP (Lab Code 200358-0) and CADOHS- ELAP (Cert. No. 2540) accredited laboratory and may not be reproduced without the expressed written consent of Patriot Environmental Laboratory Services, Inc. This report may not be used to claim product certification, approval or endorsement by NIST, NVLAP, ELAP or any government agency.

Requested Lab TAT: \_\_\_\_\_

Original report #452425

tel - 714-899-8900  
free - 888-743-0998  
fax - 714-899-7098  
[www.PatriotLab.com](http://www.PatriotLab.com)

1041 S. Placentia Avenue, Fullerton, CA 92831



**PATRIOT**  
Environmental Laboratory Services, Inc.

## ASBESTOS FIELD BULK SAMPLE COC

[illegible]

Samples Relinquished By: Sign: *Ogundey*  
Samples Relinquished By: Sign: *Jennifer Cabal*  
Samples Received By: Sign: *Jennifer Cabal*

Date/Time: 04.27.12

Date/Time: \_\_\_\_\_

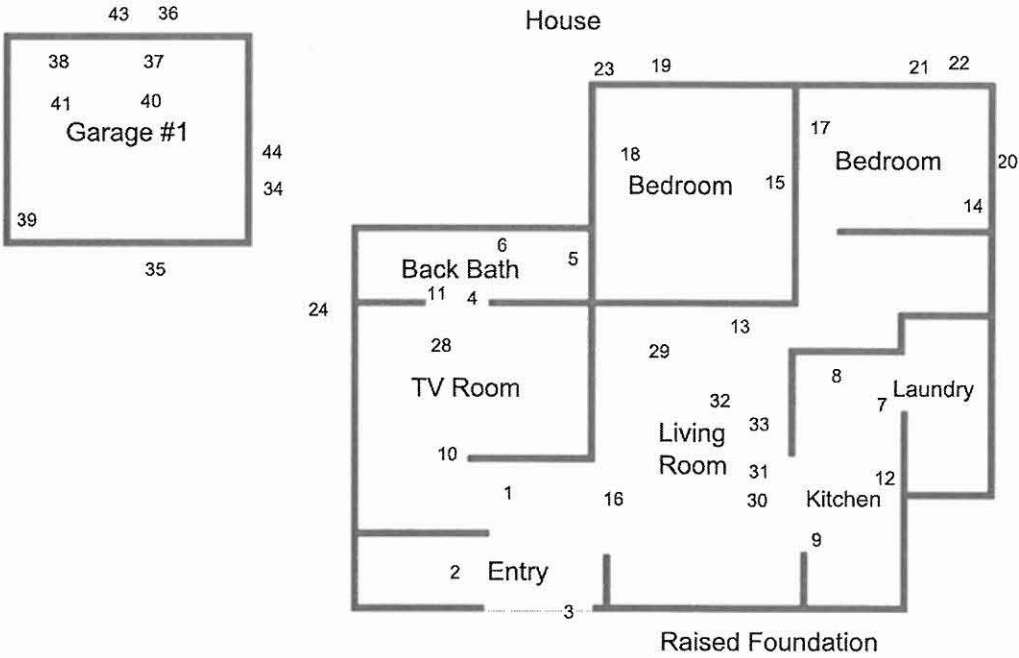
Date/Time: 4/27/12

320PM  
Bulk Sample COC Rev 1.24.2012

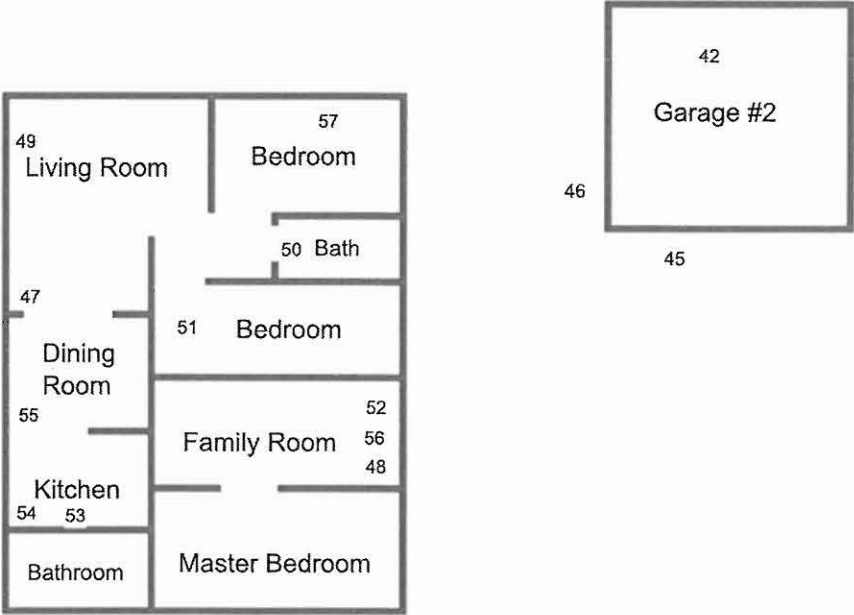


3300 Pacific View Drive Property  
3300 Pacific View Drive  
Newport Beach, CA 92625

Project No: 43187



Mobile Home





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/2/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> TRI WORLD INSURANCE AGENCY INC 4500 Campus Drive # 670 Newport Beach, CA 92660-1830	<b>CONTACT NAME:</b> HELEN SHERLOCK <b>PHONE (A/C No. Ext):</b> (949)756-0863 <b>FAX (A/C No.):</b> (949)756-1356 <b>E-MAIL ADDRESS:</b> hsherlock@triworldins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td>INSURER A: INTERSTATE FIRE &amp; CASUALTY CO.</td> <td>22829</td> </tr> <tr> <td>INSURER B: AMERICAN AUTOMOBILE INS. CO.</td> <td>21849</td> </tr> <tr> <td>INSURER C: CALIFORNIA INS. CO. A VIII</td> <td>38865</td> </tr> <tr> <td>INSURER D: GREAT AMERICAN INS CO</td> <td>16691</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: INTERSTATE FIRE & CASUALTY CO.	22829	INSURER B: AMERICAN AUTOMOBILE INS. CO.	21849	INSURER C: CALIFORNIA INS. CO. A VIII	38865	INSURER D: GREAT AMERICAN INS CO	16691	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC#														
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INSURER D: GREAT AMERICAN INS CO	16691														
INSURER E:															
INSURER F:															
<b>INSURED</b> TIGHT QUARTERS, INC. 2031 S. ANNE STREET SANTA ANA, CA 92704															

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADSL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			DAN1000243	07/14/12	07/14/13	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input checked="" type="checkbox"/> XCU INCLUDED						\$ 300,000
	<input checked="" type="checkbox"/> CONTRACTUAL						MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY
							\$ 1,000,000
B	AUTOMOBILE LIABILITY			MXA80291935	07/14/12	07/14/13	GENERAL AGGREGATE
	<input checked="" type="checkbox"/> ANY AUTO						\$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					PRODUCTS - COMP/OP AGG
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$ 2,000,000
C	UMBRELLA LIAB			46-006875-01-01	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident)
	EXCESS LIAB	<input type="checkbox"/> OCCUR					\$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per person)
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				BODILY INJURY (Per accident)
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$
							PROPERTY DAMAGE (Per accident)
							\$
D	RENTED/LEASED			MAC749040	08/14/12	08/14/13	EACH OCCURRENCE
							\$
							AGGREGATE
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: STRUCTURE #1 & #2, 3300 PACIFIC VIEW DR., NEWPORT BEACH, CA  
 ADDITIONAL INSURED ENDORSEMENT W/PRIMARY & NON CONTRIBUTORY CLAUSE ATTACHED.  
 WAIVER OF SUBROGATION ON GENERAL LIABILITY & WORKERS COMPENSATION ATTACHED.  
 TEN (10) DAY NOC FOR NON PAYMENT OF PREMIUM, THIRTY (30) DAY NOC ALL OTHER AND APPLIES TO ALL LISTED POLICIES.

<b>CERTIFICATE HOLDER</b> CITY OF NEWPORT BEACH ATTN: GEORGE MURDOCK 3300 NEWPORT BLVD. NEWPORT BEACH CA 92663	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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# INTERSTATE FIRE & CASUALTY CO.

INSURED: TIGHT QUARTERS, INC.  
POLICY #DAN1000243

COMMERCIAL GENERAL LIABILITY  
CG 20 37 10 01

THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

NAME OF ADDITIONAL INSURED PERSON(S)  
OR ORGANIZATION(S):

CITY OF NEWPORT BEACH, ITS OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS

Location / Description: STRUCTURE #1 & #2, 3300 PACIFIC VIEW DR., NEWPORT BEACH, CA

Section II – Who Is An Insured is amended to include as an additional insured the person or organization shown in the schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

PRIMARY INSURANCE CLAUSE: To the extent that this insurance is afforded to any additional insured under this policy, such insurance shall apply as primary and non contributory with any insurance carried by such additional insured, as required by written contract.

# INTERSTATE FIRE & CASUALTY CO.

INSURED: TIGHT QUARTERS, INC.  
POLICY NUMBER: DAN1000243

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name of Person or Organization:

CITY OF NEWPORT BEACH, ITS OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS

Location / Description: STRUCTURE #1 & #2, 3300 PACIFIC VIEW DR., NEWPORT BEACH, CA

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

#### 2. Exclusions:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, part or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

PRIMARY INSURANCE CLAUSE: To the extent that this insurance is afforded to any additional insured under this policy, such insurance shall apply as primary and non contributory with any insurance carried by such additional insured, as required by written contract.

***THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.***

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:** As Required By Written Contract

CITY OF NEWPORT BEACH, IT'S OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS

RE: STRUCTURE #1 & #2, 3300 PACIFIC VIEW DR., NEWPORT BEACH, CA

(If no entry appears above, Information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others To Us**  
of SECTION IV – COMMERCIAL GENERAL CONDITIONS:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

## AMERICAN AUTOMOBILE INSURANCE CO.

POLICY NUMBER: MXA80291935  
NAMED INSURED: TIGHT QUARTERS, INC.

This endorsement changes the policy. Please read it carefully.

### WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

#### Schedule

Name of Person(s) or Organization(s):

CITY OF NEWPORT BEACH, IT'S OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS

DESCRIPTION/LOCATION: STRUCTURE #1 & #2, 3300 PACIFIC VIEW DR., NEWPORT BEACH, CA

**The Transfer of Rights of Recovery Against Other to Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



# CALIFORNIA INSURANCE CO.

Policy Number: 46-006875-01-01

Policy Period: 01/01/2012 TO 01/01/2013

Named Insured: TIGHT QUARTERS, INC.

The information above is required only when this endorsement is issued subsequently to preparation of the policy.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3% of the California workers' compensation premium otherwise due on such remuneration.

## SCHEDULE

### PERSON OR ORGANIZATION

CITY OF NEWPORT BEACH  
ITS OFFICERS, AGENTS, EMPLOYEES & VOLUNTEERS  
3300 NEWPORT BLVD.  
NEWPORT BEACH, CA 92663

ATTN: GEORGE MURDOCK

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

PRODUCER: TRI-WORLD INSURANCE AGENCY, INC.

WC 04 03 06